

**EXHIBIT H**  
**SAMPLE LEGAL SERVICES AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the \_\_\_\_\_ (“Attorney”), whose \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_ and the **GUAHAN ACADEMY CHARTER SCHOOL (“GACS”)** whose mailing address is Post Office Box CS, Hagatna, Guam 96932.

**RECITALS**

WHEREAS, on January 30, 2009, the Guam Legislature passed the Guam Academy Charter School Act (“Charter Law”), which became Public Law 29-140 (Title 17 GCA, Chapter 12). Guahan Academy Charter School’s petition was approved by the Guam Academy Charter Schools Council on August 3, 2010. In 2015, the Council approved GACS to continue its operations for the next three (3) years.

WHEREAS, GACS filed its Articles of Incorporation and Bylaws as a nonprofit corporation. The Charter School is established (1) to provide a free, public charter school that is non-discriminatory in its admission policies; (2) to enroll students who reside throughout any of the villages on Guam; and (3) to serve as a prototype school for National Institute for Direct Instruction (NIFDI)’s School-Wide Reform Model.

WHEREAS, the mission of GACS is to provide an equal opportunity, quality, tuition-free, public education grades kindergarten through 12 to all students regardless of sex, race, special needs, religion or belief

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, GACS issued a Request for Proposal to obtain legal services (Request for Proposal No. RFP2-2018-003) giving adequate notice of the need for such services and Attorney was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified based on the evaluation factors set forth in the Request for Proposals, and fair and reasonable fees were agreed to between the parties; and,

NOW THEREFORE, GACS and Attorney in consideration of the premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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**SECTION ONE**  
**SCOPE OF SERVICES**

Attorney agrees in the capacity as counsel to GACS to fully and competently perform the following functions and scope of services:

A. The selected attorney(s) will serve as the General Counsel or Conflicts Counsel for GACS.

B. Description of General Services: The selected General Counsel or Conflicts Counsel will provide legal services including, but not limited to the following:

1. Legal representation and advice to the Board of Trustees.
2. Timely advice and counsel on urgent matters. Counsel is expected to respond (at least verbally, to be followed in writing) within a maximum 24 hours when an urgent inquiry is made by the Board or the Administration.
3. Written legal opinions upon request.
4. Initiate and/or defend lawsuits, administrative claims, or other legal claims as necessary and at the direction of the Board of Trustees.
5. Attend all regular and special meeting of the Board of Trustees, and Board Ad Hoc Committee meetings upon special request or at the direction of the Board of Trustees.
6. Work cooperatively with legal counsels of government agencies, nonprofit organizations and/or other collectives with whom the Board may be affiliated.
7. Represent GACS in all judicial and/or administrative proceedings within the specific service area in which any of its board members, administrators, or agents may be a party or have an interest.
8. Provide written, timely notification to the Board of changes in charter school law or district regulations including court and administrative decisions that might impact upon the operation of the charter school.
9. Conduct in-service programs on specified legal issues for appropriate staff members upon request.
10. Provide conflict of interest assistance to Board members, administrators and staff.
11. Fulfill other legal duties as are commonly accepted and assigned.

C. Specific Service Areas:

1. General Counsel Services upon request shall provide:

- a. Review and advise on legal notices, resolutions, Board corporate documents and policies, and matters of direct governance.
- b. Review and advise in matters of procurement and service contracts, bid specifications and other bidding matters, contract preparation and execution, and remedies of contract disputes.
- c. Provide advice and counsel on all matters related to GACS students, including discipline, attendance, and adherence to rules and regulations.
- d. Provide advice and counsel on real estate development, sales and acquisitions and/or lease agreements.
- e. Represent the Board in matters involving interface with the Council and other school district governing bodies, financial matters, jurisdictional matters.
- f. Provide assurance statements as required for financial audits, bonding matters and grant compliance.
- g. Exchange Student Programs.

2. Special Education Counsel Services upon request shall provide:

- a. Review special education issues upon request and provide guidance to Board and Administration.
- b. Represent GACS in mediation upon request.
- c. Represent GACS at all stages of due process beyond mediation including, administrative and judicial proceedings.
- d. Serve as GACS' liaison to the legal representatives/advocates of parents.
- e. Review special education contracts upon request.

3. Labor/Personnel Counsel Services upon request shall provide:

- a. Advise the Board on all legal matters pertaining to personnel administration.
- b. Review grievances with the administration and assist in the writing of administrative responses to grievances.
- c. Represent the Board in all grievances at the Board review level and beyond.
- d. Represent the Board in all arbitrations, administrative proceedings, court proceedings, etc. involving labor relations or personnel administration.
- e. Advise the Board on employment, employee discipline, seniority, tenure and other personnel administration matters.

## **SECTION TWO AGREEMENT TERM**

The term of this Agreement shall commence upon the execution hereof and continue for one (1) year with four (4) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with GACS approval. Any reference

to year in this Agreement shall mean a twelve (12) month period. Attorney's agreement to the commencement date set forth herein shall not be deemed a waiver by Attorney of any claim for payment for services rendered to GACS prior to the commencement date. This Agreement may be terminated by either party upon thirty (30) day's written notice.

### **SECTION THREE COMPENSATION**

GACS shall compensate Attorney according to its hourly rate schedule, attached hereto as **Exhibit "A,"** for actual time devoted to performing the above-enumerated services. Attorney's monthly billings shall not exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month without prior written approval or subsequent ratification by the Procurement Office or designee of GACS.

Attorney shall invoice GACS for payments on a monthly basis and shall be required to provide a record of hours worked and the description of work. GACS's obligation for payment of attorney's fees and costs shall be subject to the availability of funds for such payment.

GACS will closely monitor the performance of work by Attorney and GACS has determined that it would not be practical to use any other type of contract to obtain the needed services. Attorney agrees that it shall not receive any of the benefits given full-time noncontractual employees of the Government of Guam.

### **SECTION FOUR REIMBURSEMENT OF EXPENSES**

GACS shall reimburse Attorney for the following expenses if incurred on behalf of GACS:

1. Whenever the Attorney finds it necessary to obtain any specialized services not normally retained by the Attorney, the Attorney and the GACS together shall determine first that the acquisition of such services by the Attorney will not circumvent the Guam Procurement Law. The determination shall be made by reviewing the scope of services needed for their degree of specialization and the purpose of the services. However, in the case of specialized services related to litigation, the Attorney may contract directly for such services, except for legal services which must always be procured by GACS. The costs and fees associated with the specialized services may, at GACS's election, be paid directly to such specialist or to Attorney as reimbursement;

2. Process servers' fees, court reporters' fees, long distance telephone calls, messenger and delivery fees, postage, photocopying, parking, and other similar items customarily paid for by clients;

3. Any other expenses provided that the prior approval of GACS has been obtained; and,

4. Any other expenses that although the prior approval of GACS was not obtained, the GACS determines to have been beneficial and justified. Attorney shall provide vouchers and receipts, together with a brief explanation of such expenses that it has incurred for the benefit of GACS.

## **SECTION FIVE COMPLIANCE WITH LAWS AND REGULATIONS**

In performing the work provided for herein, Attorney agrees to fully comply with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Attorney assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territory or federal laws on this subject.

## **SECTION SIX ACCESS TO RECORDS**

Attorney shall maintain all books, documents, papers, accounting records, and other evidence concerning the expenses and cost incurred by Attorney's performance and shall make such material available to GACS or its designee(s) for inspection and copying upon request during the term of this Agreement.

## **SECTION SEVEN INDEPENDENT AGENT**

For the purpose of the Government Claims Act, Attorney shall not be considered an agent of GACS with respect to any acts performed by it in connection with the discharge of the duties of this contract. There shall be no employee benefits provided under this contract, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by GACS. Attorney contracts herein with GACS as an independent contract and is neither an employee nor an agent of GACS for the purpose of performing the services hereunder. GACS, therefore, assumes no responsibility of liability for the acts of Attorney which are performed in its independent and professional capacity.

## **SECTION EIGHT RESPONSIBILITY OF ATTORNEY**

Attorney shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. Attorney shall correct or revise all errors or deficiencies in his/her work. GACS's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of Attorney's

failure to GACS for all costs of any kind which may be incurred by GACS as a result of Attorney's negligent performance of any of the services performed under this contract.

## **SECTION NINE GENERAL COMPLIANCE WITH LAWS**

Attorney may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of GACS and the Attorney General of Guam.

## **SECTION TEN ACCESS TO RECORDS AND OTHER REVIEW**

Attorney, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence concerning the expenses and costs incurred by Attorney's performance under this Agreement and to make such materials available at its respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GACS. Each subcontract by Attorney pursuant to this Agreement shall include this Section.

## **SECTION ELEVEN OWNERSHIP OF DOCUMENTS**

All briefs, memoranda and other incidental work of Attorney or materials furnished hereunder shall be and remain the property of GACS including all publication rights and copyright interests and may be used by GACS without any additional costs to GACS.

## **SECTION TWELVE TERMINATION**

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Attorney in performing this Agreement shall, in the manner to the extent determined by GACS, become the property of and be delivered to GACS. If the contract is terminated by Attorney or by GACS for cause, prior to its completion, Attorney shall reimburse GACS for any travel costs associated with this contract and GACS may retain as set-off for such expenses any funds owed to Attorney in GACS's possession.

## **SECTION THIRTEEN SEVERABLE PROVISIONS**

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement

and the agreement shall be enforced according to its valid and subsisting terms and provisions.

#### **SECTION FOURTEEN GOVERNING LAW**

Venue of any action brought under this Agreement shall lie in Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the Guam.

#### **SECTION FIFTEEN GACS NOT LIABLE**

GACS assumes no liability for any accident or injury that may occur to Attorney, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

#### **SECTION SIXTEEN APPROVALS**

Any approvals required herein by GACS shall mean approval by the GACS Board is required unless another person is designated by the GACS Board of Directors to issue particular or limited approvals on certain matters.

#### **SECTION SEVENTEEN CONFLICTS**

Attorney agrees to disclose to GACS any possible conflict of interest that may arise in representing GACS's interest and obtain a written waiver from GACS regarding its conflict. Should any possible conflict of interest arise, Attorney agrees not to disclose or otherwise use any matters learned from GACS to the disadvantage of GACS.

#### **SECTION EIGHTEEN INTEREST OF THE ATTORNEY**

Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Attorney further covenants that in the performance of this Agreement, no person having such interest shall be employed.

#### **SECTION NINETEEN GUAM TAX**

Attorney is responsible for payment of all applicable Guam taxes.

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**SECTION TWENTY  
NO WAIVER OF LEGAL RIGHTS**

No waiver of any breach of the Agreement shall be held to be waiver of any other or subsequent breach, or of any right that GACS may have for damages. Each party reserves the right to correct any error that may be discovered in any invoice that may have been paid to Attorney and to adjust the same to meet the requirements of the Agreement.

**SECTION TWENTY-ONE  
SUCCESSORS AND ASSIGNS**

Subject to the limitations on assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

**SECTION TWENTY-TWO  
BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of Attorney or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION TWENTY-THREE  
COVENANT AGAINST CONTINGENT FEES**

Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Attorney, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, GACS shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION TWENTY-FOUR  
INFORMATION TO BE FURNISHED TO ATTORNEY**

All information, data, reports, and records as are existing, available, and in GACS's custody, and necessary for the carrying out of the services shall be furnished to Attorney



without charge by GACS, and GACS shall cooperate with Attorney in every reasonable way during all phases of the project. Attorney hereby agrees to indemnify and hold GACS harmless from any losses, damages, costs, claims, suits and judgments, expenses of any nature or kind, including attorney's fees, arising from any defects or failures attributable to Attorney's unreasonable or imprudent reliance on the aforementioned documents.

**SECTION TWENTY-FIVE  
WARRANTY AGAINST EMPLOYMENT OF SEX OFFENDERS (P.L. 28-98:2)**

Attorney warrants that no person providing services on behalf of Attorney has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

If any person providing services on behalf of Attorney is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

**SECTION TWENTY-SIX  
ENTIRE AGREEMENT**

This Agreement and exhibits or attachments hereto constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by GACS and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

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**SECTION TWENTY-SEVEN  
NOTICES**

Notices to GACS shall be hand delivered or sent to:

Guahan Academy Charter School  
Post Office Box CS  
Hagatna, Guam 96932

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SIGNATURES:**

RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

**ATTACHMENTS:**

**Affidavit Disclosing Ownership and Commissions**

**Affidavit Regarding No Gratuities or Kickbacks**

**Affidavit Regarding Non-Collusion**

**Affidavit regarding Ethical Standards**

**Declaration Regarding Compliance with U.S. DOL Wage**

**DOT Grant Assurance Form**

**Affidavit Regarding Contingent Fees**

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

GUAM, U.S.A.,                                    )  
  ( ss.:  
City of Hagåtña.                                )

I, \_\_\_\_\_, the undersigned, being first duly sworn, depose and say that I am the \_\_\_\_\_ of \_\_\_\_\_, offeror, and that the offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
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Further, I say that the person(s) who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
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If the ownership of the offering business should change between the time this Affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another Affidavit to GACS.

IN WITNESS WHEREOF, I have executed this Affidavit in Guam, on \_\_\_\_\_.

\_\_\_\_\_

SUBSCRIBED and SWORN TO, before me a notary public in and for Guam, U.S.A., on \_\_\_\_\_.

)SEAL( \_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT REGARDING NO GRATUITIES AND KICKBACKS**

GACS RFP No.: RFP2-2018-003  
Name of Offeror: \_\_\_\_\_

GUAM, U.S.A.,                             )  
  ( ss.:  
City of Hagåtña.                         )

The name of the offering firm or individual is \_\_\_\_\_.  
Affiant is the \_\_\_\_\_ of \_\_\_\_\_ and makes  
the foregoing identified bid or proposal.

To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers,  
representatives, agents, subcontractors, or employees have violated, are violating the  
prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).  
Further, affiant promises, on behalf of offeror, not to violate the prohibition against  
gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers,  
representatives, agents, subcontractors, or employees have offered, given or agreed to  
give, any GACS employee or former GACS employee, any payment, gift, kickback,  
gratuity or offer of employment in connection with the offerors proposal.

I make these statements on behalf of myself as a representative of the offeror, and  
on behalf of the offeror’s officers, representatives, agents, subcontractors, and  
employees.

IN WITNESS WHEREOF, I have executed this Affidavit in Guam, on  
\_\_\_\_\_.

\_\_\_\_\_

SUBSCRIBED and SWORN TO, before me a notary public in and for Guam,  
U.S.A., on \_\_\_\_\_.

)SEAL( \_\_\_\_\_

**AFFIDAVIT REGARDING NON-COLLUSION**

GACS RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

GUAM, U.S.A.,                    )  
  ( ss.:  
City of Hagåtña.                )

\_\_\_\_\_, being first duly sworn, deposes and says that:

The name of the offering company or individual is  
\_\_\_\_\_.

The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

IN WITNESS WHEREOF, I have executed this Affidavit in Guam, on  
\_\_\_\_\_.

\_\_\_\_\_

SUBSCRIBED and SWORN TO, before me a notary public in and for Guam, U.S.A., on \_\_\_\_\_.

)SEAL(

\_\_\_\_\_

**AFFIDAVIT REGARDING ETHICAL STANDARDS**

GACS RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

GUAM, U.S.A.,                    )  
  ( ss.:  
City of Hagåtña.                )

\_\_\_\_\_, being first duly sworn, deposes and says that:

The affiant is the \_\_\_\_\_ of \_\_\_\_\_ making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any GACS employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article II. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any GACS employee to breach any ethical standards set forth in 5 GCA Chapters, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

IN WITNESS WHEREOF, I have executed this Affidavit in Guam, on \_\_\_\_\_.

\_\_\_\_\_

SUBSCRIBED and SWORN TO, before me a notary public in and for Guam, U.S.A., on \_\_\_\_\_.

)SEAL(

\_\_\_\_\_

## DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

GACS RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

I, \_\_\_\_\_, hereby certify under penalty of perjury:

That I am the \_\_\_\_\_ of \_\_\_\_\_  
making the bid or proposal in the foregoing identified procurement;

That I have read and understand the provisions of 5 G.C.A. § 5801 and § 5802  
which read:

### **§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

### **§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum often (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;



(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. *[INSTRUCTIONS - Please attach!]*

Dated at \_\_\_\_\_, Guam, on \_\_\_\_\_.

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## STANDARD DOT TITLE VI ASSURANCES CONTRACTOR CONTRACTUAL REQUIREMENTS

GACS RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**A. *Compliance with Regulations.*** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**B. *Nondiscrimination.*** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract cover a program set forth in Appendix B of the Regulations.

**C. *Solicitations for Subcontracts.*** Including Procurement of Materials and Equipment. In all notifications either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. *Information and Reports.*** The contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. *Sanctions for Noncompliance.*** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

**F. Incorporation of Provisions.** The contractor shall include the provisions of paragraph 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Dated at Hagåtña, Guam, on \_\_\_\_\_.

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**AFFIDAVIT RE CONTINGENT FEES**

GACS RFP No.: RFP2-2018-003

Name of Offeror: \_\_\_\_\_

GUAM, U.S.A.,                    )  
  ( ss.:  
City of Hagåtña.                )

The undersigned, after being duly sworn, states as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_,  
Offeror.

2. As part of Offeror’s proposal, Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As part of Offeror’s proposal, Offeror has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. All statements in this Affidavit and in Offeror’s Proposal are true to the best of the knowledge of the undersigned.

5. These statements are made pursuant to 2 GAR Division 4 § 11108(h).

6. I make these statements on behalf of myself as a representative of Offeror, and on behalf of Offeror’s officers, representatives, agents, subcontractors, and employees.

IN WITNESS WHEREOF, I have executed this Affidavit in Guam, on \_\_\_\_\_.

\_\_\_\_\_

SUBSCRIBED and SWORN TO, before me a notary public in and for Guam, U.S.A., on \_\_\_\_\_.

)SEAL(

\_\_\_\_\_